DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	135 AND 137 BOYD LANE
Project Address	135 and 137 Boyd Lane, Honolulu, HI 96813
Registration Number	7335 (conversion)
Effective Date of Report	October 28, 2013
Developer(s)	LAM YUK KING GREINER, as Trustee of the Self-Trusteed Trust Agreement of Lam Yuk King Greiner, dated February 10, 2006, LAM HON MING, husband of Sin Hel Law-Lam, and SIN HEI LAW-LAM, wife of Lam Hon Ming

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has <u>not</u> been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

- (1) This Project does not involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each Unit as shown on the Condominium Map is designated as a limited common element for that Unit and does not represent a legally subdivided lot. The dark dashed lines on the Condominium Map do not represent legally subdivided lots, but merely the location of the limited common element yard area assigned to each Unit.
- (2) The developer has reserved various rights in the Declaration of Condominium Property Regime. Section 3.6 of this Public Report discusses the developer's reserved rights.
- (3) This Public Report does not constitute an approval or disapproval of the Project, nor does it represent that the Project is in compliance with all County codes, ordinances and subdivision requirements.
- (4) Facilities and improvements normally associated with County-approved subdivisions, such as fire protection devices, county street lighting, electricity, upgraded water facilities, sewer, improved access for owners and emergency traffic, drainage facilities, etc., may not be available, and services such as county street maintenance and trash collection may not be available for interior roads and driveways, if any.
- (5) Pursuant to Section 514B-41, Hawaii Revised Statutes, each Unit owner shall become obligated for the payment of the Unit owner's share of the common expenses upon the recordation of its apartment deed; until such time, the Developer shall assume the obligation to pay the actual common expenses for each unit.
- (6) As of the effective date of the Public Report, the Developer has not executed a listing agreement for the sale of the units in this condominium project with a duly licensed Hawaii real estate broker. Thus, the Developer cannot offer to sell or sell any units in this registered condominium project until: (1) the Developer executes a listing agreement for the sale of the units in the condominium project, (2) amends this Public Report to reflect the new information, and (3) delivers this Public Report and amendment to the prospective purchaser. The conditions for a binding sales contract are listed on pages 16-17, paragraph 5.8.1, in this Public Report.
- (7) The Deed by which the Developer acquired the subject property showed the subject parcel contained 7,763 square feet. However, in preparing the condominium map for this Project, it was determined the metes and bounds description was incorrect, with a closure error of 16.6 feet. Accordingly, the surveyor prepared a new survey, and a metes and bounds description was prepared therefor, based on information taken from the adjoining land court application and adjoining deeds, as well as field evidence. The Developer has recorded a declaration regarding such new survey, and such new survey is used for the amended Condominium Map.
- (8) Unit 137 owner shall have a right of access over the sidewalk located on Unit 135's yard area to pedestrian ingress and egress to Unit 137. Each Unit 137 owner shall exercise due care in using such access and shall use the same in a reasonable, quiet, and considerate manner.
- (9) The Developer believes that there will be no maintenance fees. This is because all costs of every kind pertaining to each unit and its respective limited common elements, including but not limited to, costs of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the respective unit owner. All utilities will be separately metered. Furthermore, in the event that any repair work is needed to a common element (such as a shared utility line or pipe, if any), the Developer believes that the owners would rather treat any cost associated with such repair work as a special assessment rather than collecting and maintaining a reserve fund.

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General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. In addition, certain requirements and approvals of the county in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

If you are a typical condominium unit owner, you will have two kinds of ownership: (1) ownership in your individual unit; and (2) a percentage interest in the common elements.

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and quests.

Operation of the Condominium Project

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first that the Developer will effectively control the affairs of the Association. It is frequently necessary for the Developer to do so during the early stages of development and the Developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☑Fee Simple ☐Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	⊠Yes
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	135 and 137 Boyd Lane, Honolulu, HI 96813
Address of Project is expected to change because	N/A
Tax Map Key (TMK)	(1) 2-2-008:073
Tax Map Key is expected to change because	N/A
Land Area	8,018 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A

1.2 Buildings and Other Improvements

Number of Buildings	0
Floors Per Building	Unit 135 - 2; Unit 137 - 1 & Basement
Number of New Building(s)	0
Number of Converted Building(s)	2
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood and hollow tile

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
135	1	4/3	1,950 sf	98/414 sf	Lanai/carport	2,462 sf
137	1	2/2	1,053 sf	777 sf	Basement	1,830 sf
<u> </u>	1					
See Exhibit		<u></u>				

2	Total Number of Units

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.4 Parking Stalls

T. I.D. Jiliu Of all in the Duningto			
Total Parking Stall in the Project:	6		
Number of Guest Stalls in the Project:	0		
Number of Parking Stalls Assigned to Each Unit:	tall number(s) assigned to each unit and the type of		
Attach Exhibit N/A specifying the Parking S parking stall(s) (regular, compact or tandem and			
If the Developer has reserved any rights to assig	n or re-assign parking stalls, describe such rights.		
			
N/A			
1.5 Boundaries of the Units			
Boundaries of the unit: The residence of each Unit she	Il be established by the exterior face of the perimeter non-party walls,		
the exterior face of any glass windows, doors, panels or railing	gs along the perimeter and the exterior surface of the roof. Each of the		
Units shall include all walls, partitions, floors, ceilings and other	er improvements within said perimeter, as shown on the Condominium		
Map, all built-in appliances and fixtures and all furnishings and said perimeter; excluding therefrom, however, all elements, if	d appliances originally installed, and all air space encompassed within any, herein established as common elements.		
1.6 Permitted Alterations to the Units			
Permitted alterations to the unit (if the unit is defin	ned as a non-physical or spatial portion of the project,		
also describe what can be built within such portio	n of the project):		
Fach Unit owner may construct, improve, remode	el, expand, replace, renovate, and/or otherwise alter its		
Unit as described in Section 11 of the Declaration	1.		
1.7 Common Interest			
	ge interest in the common elements appurtenant to		
each unit. This interest is called the "common interest."	erest". It is used to determine each unit's share of the		
maintenance fees and other common profits and	expenses of the condominium project. It may also be		
used for other purposes, including voting on matt	ers requiring action by unit owners. The common		
interest for each unit in this project, as described	in Deciaration, is.		
Described in Exhibit N/A .			
As follows:			
Each Unit has a common interest of 50% for all p	ourposes, including voting.		
1.8 Recreational and Other Common Facil	lities (Check if applicable):		
Swimming pool			
Laundry Area			
Storage Area			
☐ Tennis Court			
Recreation Area			
Trash Chute/Enclosure(s)			
Exercise Room			
Security Gate			
	Playground		
Other (describe):	Other (describe):		

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below. Described in Exhibit A Described as follows:			
See attached Exhibit "A".			
Common Element	Number		
Elevators	0		
Stairways	0		
Trash Chutes	0		
1.10 Limited Common Elements			
Limited Common Elements: A limited common ele			
reserved for the exclusive use of one or more but the	rewer than all units in the project.		
Described in Exhibit B			
Described as follows.			
See attached Exhibit "B".			
1.11 Special Use Restrictions			
The Declaration and Bylaws may contain restriction	ns on the use and occupancy of the units. Restrictions		
for this project include, but are not limited to, those	e described below.		
Pets:			
Number of Occupants:			
Other: See Section 9 of the Declaration for Permitted Uses			
There are no special use restrictions.			
1.12 Encumbrances Against Title			
An encumbrance is a claim against or a liability on	the property or a document affecting the title or use of		
the property. Encumbrances may have an adverse effect on the property or your purchase and			
ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released			
prior to conveyance of a unit (see Section 5.3 on Blanket Liens).			
Exhibit C describes the encumbrances against title contained in the title report decribed below.			
Date of the title report: December 28, 2012			
Company that issued the title report: Title Guaranty of Hawaii, Inc.			

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

				· · · · · · · · · · · · · · · · · · ·	
Uses Permit	tted by Zoning	7			
	Type of Use	No. of Units		mitted by ning	Zoning
X R€	esidential	2	X Yes	☐ No	R-3.5
☐ Co	ommercial		☐ Yes	☐ No	
Mi	x Residential/Commercial		☐ Yes	☐ No	
□ Но	otel		☐ Yes	☐ No	
Tir	meshare		☐ Yes	☐ No	
Ot	nana		☐ Yes	☐ No	
☐ Inc	dustrial		☐ Yes	☐ No	
Ag	ricultural		☐ Yes	☐ No	
☐ Re	ecreational		☐ Yes	☐ No	
Oth	er (Specify):		☐ Yes	⊠ No	
I .	nese use(s) specifically permi claration or Bylaws?	itted by the		☐ No	
Variances to	zoning code have been gra	nted.	☐ Yes	⊠ No	
Describe any zoning code	variances that have been g	ranted to	N/A		
	r Zoning Compliance Matte				
In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed. If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above. A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.					
	Conform	ning	Non-Co	nforming	Illegal
Uses	× ×	9	- 1.5.1. <u>5</u> 6	7	
Structures	\boxtimes			<u></u> 	
Lot	×			<u>-</u> 7	
If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed: N/A					

1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.			
Developer's statement, based upon a report prepared by a H describing the present condition of all structural components material to the use and enjoyment of the units:	and mechanical and electrical installations		
Based on a report prepared by an independent professional structural components and mechanical and electrical installabe, at minimum, in fair condition.	tions material to the individual Units appear to		
Developer's statement of the expected useful life of each ite No representations of any kind are made as to the expected and mechanical and electrical installations material to the us apartments. See Exhibit "D".	e and enjoyment of the condominium		
List of any outstanding notices of uncured violations of any b	ouilding code or other county regulations:		
None.			
Estimated cost of curing any violations described above:			
N/A			
Verified Statement from a County Official			
Regarding any converted structures in the project, attached by an appropriate county official which states that either:	as Exhibit F is a verified statement signed		
(A) The structures are in compliance with all zoning an the project at the time it was built, and specifying, i (i) Any variances or other permits that have be discontained in the adoption or amendment of any ordinar compliance. (iii) Any violations of current zoning or building required to bring the structure into compliance.	f applicable: een granted to achieve compliance; n-conforming uses or structures as a result of nces or codes; and nordinances or codes and the conditions		
or			
(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.			
Other disclosures and information:			

1.16 Project In Agricultural District

Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? If answer is "Yes", provide information below.	Yes
· ·	⊠ No
Are the structures and uses anticipated by the Developer's promotion with all applicable state and county land use laws? Yes	nal plan for the project in compliance No
If the answer is "No", provide explanation.	
Are the structures and uses anticipated by the Developer's promotion with all applicable county real property tax laws?	nal plan for the project in compliance No
If the answer is "No", provide explanation and state whether there are	e any penalties for noncompliance.
Other disclosures and information:	
1.17 Project with Assisted Living Facility	
Does the project contain any assisted living facility units subject to Section 321-11(10), HRS? If answer is "Yes", complete information below.	☐ Yes ⊠ No
Licensing requirements and the impact of the requirements on the cogovernance of the project.	osts, operations, management and
The nature and the scope of services to be provided.	
Additional costs, directly attributable to the services, to be included in expenses.	the association's common
The duration of the provision of the services.	
Other possible impacts on the project resulting from the provision of	the services.
Other disclosures and information.	

2.1	Developer(s)	Name:
	* 1 * 1	LAM YUK KING GREINER, as Trustee of the Self-Trusteed Trust Agreement of Lam Yuk King Greiner, dated February 10, 2006, LAM HON MING, husband of Sin Hei Law-Lam, and SIN HEI LAW-LAM, wife of Lam Hon Ming Business Address: c/o Michael Johnson
		137 Boyd Lane Honolulu, HI 96813
		Business Phone Number: (808) 585-8738 E-mail Address:
Name	es of officers and directors of	N/A
	opers that are corporations;	
	ral partners of a partnership;	
	ers of a limited liability partnership	
	or a manager and members of a	
	d liability company (LLC)	
	h separate sheet if necessary).	
(41.44	,, coparate enect ii iiccoccai y /,	
2.2	Real Estate Broker	Name: None selected. See page 1a.
		Business Address:
		Business Phone Number:
		E-mail Address:
2,3	Escrow Depository	Name: Title Guaranty Escrow Services, Inc.
		Business Address: 235 Queen Street
		Honolulu, HI 96813
		·
		Business Phone Number: (808) 521-0211
7.4	General Contractor	
2.4	General Contractor	Name: N/A
		Business Address:
		Business Phone Number:
2.5	Condominium Managing	Nome: N 16 1 11 11 11 11 11 11
د.ن	Agent	Name: None, self-managed by the Association Business Address:
	Agviit	Dusiliess Address.
		Business Phone Number:
2.6	Attorney for Developer	Name: William C. Byrns, Esg.
~.~	Attorney for Developer	Name: William C. Byrns, Esq. Business Address: 1001 Bishop Street, Suite 2650
		Honolulu, HI 96813
		1
		Business Phone Number: (808) 523-3080

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condo	ominium Property Regime	
		escription of the land, buildings, units, s, and other information relating to the
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau	December 27, 2012	A-47450971
Amendments to Declaration of	f Condominium Property Regime	
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau	October 11, 2013	A-50320894
3.2 Bylaws of the Associ	ation of Unit Owners	
		tion of the condominium project. They
		sociation of Unit Owners is elected, the
		will be conducted, whether pets are
		lominium project will be governed.
Land Court or Bureau of	Date of Document	Document Number

Land Court or Bureau of Conveyances		Document Number
Bureau	December 27, 2012	A-47450972

Amendments to Bylaws of the	Association of Unit Owners	
Land Court or Bureau of Conveyances	Date of Document	Document Number

3.3 Condominium Map

The Condominium Map contains a site plan and floor p	
project. It also shows the floor plan, unit number and d	imensions of each unit.
Land Court Map Number	
Bureau of Conveyances Map Number	5150
Dates of Recordation of Amendments to the Condomir	nium Map:
Condominium Map amended on October 11, 2013	
i e e e e e e e e e e e e e e e e e e e	

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.				
	se Rules for this project:			
Are Propo	osed			
Have Bee	en Adopted and Date of A	doption		
Develope	r does not plan to adopt l	louse Rules	×	
3.5 C	hanges to the Condomi	nium Documents		
Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.				
	Document	Minimum S	et by Law	This Condominium
Declaration	on	67'	%	67%
Bylaws		679	%	67%
	3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents			
	No rights have been res Condominium Map or H			e Declaration, Bylaws,
×	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:			
	Section 25.b of the Declaration permits the Developer to amend the Declaration to file the "as built" verified statement (with plan, if applicable) required by Section 514B-34, HRS.			
	Section 21 of the Decla	ration provides as	follows: See attach	ned Exhibit "G".

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

manageme Association	ent of the Common Elements: The Association of Unit Owners is responsible for the ent of the common elements and the overall operation of the condominium project. The may be permitted, and in some cases may be required, to employ or retain a condominium agent to assist the Association in managing the condominium project.
	Condominium Managing Agent for this project is (check one):
	Not affiliated with the Developer
\boxtimes	None (self-managed by the Association)
	The Developer or an affiliate of the Developer
	Other (explain)
4.2 Es	timate of the Initial Maintenance Fees
provide fur paying the foreclosure	of the Initial Maintenance Fees: The Association will make assessments against your unit to ends for the operation and maintenance of the condominium project. If you are delinquent in assessments, a lien may be placed on your unit and the unit may be sold through a proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the um ages. Maintenance fees may vary depending on the services provided.
maintenan with the De	contains a breakdown of the estimated annual maintenance fees and the monthly estimated ce fee for each unit, certified to have been based on generally accepted accounting principles, eveloper's statement as to when a unit owner shall become obligated to start paying the unit are of the common expenses.
4.3 Ut	ility Charges to be Included in the Maintenance Fee
If checked	l, the following utilities are included in the maintenance fee:
	Electricity for the common elements
	Gas for the common elements
	Water
	Sewer
	TV Cable
	Other (specify)
	ilities to be Separately Billed to Unit Owner
If checked, fee:	the following utilities will be billed to each unit owner and are not included in the maintenance
X	Electricity for the Unit only
	Gas for the Unit only
X	Water
X	Sewer
X	TV Cable
	Other (specify) Septic

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5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

X	Specimen Sales Contract Exhibit I contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.		
X	Escrow Agreement dated: December 27, 2012 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit contains a summary of the pertinent provisions of the escrow agreement.		
	Other:		
5.2	Sales to Owner-Occupants		
	roject contains three or more in fithe units for sale to Owner-C	residential units, the Developer shall designate at least fifty percent Occupants.	
	The sales of units in this pro	ject are subject to the Owner-Occupant requirements of Chapter	
	See Exhibit	he units for sale to Owner-Occupants in this report.	
	Developer has or will design	nate the units for sale to Owner-Occupants by publication.	
5.3 I	Blanket Liens		
or more Blanket the dev	e than one unit that secures liens (except for improvemer eloper conveys the unit to a p	ncumbrance (such as a mortgage) on the entire condominium project some type of monetary debt (such as a loan) or other obligation. In the district or utility assessments) must be released as to a unit before purchaser. The purchaser's interest will be affected if the developer it is conveying the unit to the purchaser.	
X		ffecting title to the individual units.	
	There are blanket liens that	may affect title to the individual units.	
	Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance	
5.4	Construction Warranties		
Constru	nction Warranties: Warrantien warrantien ng and ending dates for each	es for individual units and the common elements, including the warranty (or the method of calculating them), are as set forth below:	
Building	and Other Improvements:		
None. I	Units to be conveyed "as is".		
Appliand None.	ces: Appliances sold "as is".		

5.5 Status of Construction, Date of Completion or Estimated Date of Completion

Unit 135	Construction: was constructed in or about 1972. Unit 137 was constructed on or about 1956.
complete deadline sales cor for force	on Deadline: If a sales contract for a unit is signed before the construction of the unit has been id, or, in the case of a conversion, completion of any repairs, does not occur by the completion set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's nitract. The sales contract may include a right of the Developer to extend the completion deadline majeure as defined in the sales contract. The sales contract may also provide additionals for the purchaser.
Completi N/A	on Deadline for any unit not yet constructed, as set forth in the sales contract:
Completi N/A	on Deadline for any repairs required for a unit being converted, as set forth in the sales contract:
	Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance
agreeme the Deve	eloper is required to deposit all moneys paid by purchasers in trust under a written escrow nt with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to eloper or on behalf of the Developer prior to closing, except if a sales contract is canceled or if er has met certain requirements, which are described below.
5	6.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance
	The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.
	If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.
5	5.6.2 Purchaser Deposits Will Be Disbursed Before Closing
binding s	aw provides that, if certain statutory requirements are met, purchaser deposits in escrow under a sales contract may be used before closing to pay for certain project costs. For this project, the er indicates that purchaser deposits may be used for the following purposes (check applicable
	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

In connection with the use of purchaser deposits (check Box A or Box B):

Box A	The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.
	If Box A is checked, you should read and carefully consider the following notice, which is required by law:
	Important Notice Regarding Your Deposits: Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.
Вох В	The Developer has <u>not</u> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.
	If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the Important Notice Regarding Your Deposits set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.
	You should understand that, although the <u>Important Notice Regarding Your Deposits</u> set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.
bond is	Al House Bond. If the Developer has submitted to the Commission a completion or performance sued by a material house instead of a surety as part of the information provided prior to the use of ser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below close the impact of any restrictions on the Developer's use of purchaser deposits.

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

- 1. Developer's Public Report
- 2. Declaration of Condominium Property Regime (and any amendments)
- 3. Bylaws of the Association of Unit Owners (and any amendments)
- 4. Condominium Map (and any amendments)
- 5. House Rules, if any
- 6. Escrow Agreement
- 7. Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii
 Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended),
 provided that rules and regulations under Chapter 514B have not yet been adopted.
- 8. Other:

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent, if any. The Condominium Property Regime law (Chapter 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access rules; www.hawaii.gov/dcca/har

5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
 - (4) The purchaser does at least one of the following:
 - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

- (b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
- (c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30th calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report and the exhibits attached to this report and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

LAM YUK KING GREINER, as Trustee of the Self-Trusteed Trust Agreement of Lam Yuk King Greiner, dated February 10, 2006, LAM HON MING, husband of Sin Hei Law-Lam, and SIN HEI LAW-LAM, wife of Lam Hon Ming

Printed Name of Developer

Bv:

LAN YUK KING GREINER, Trustee
Duly Authorized Signatory*

JAN 15 2013

Date

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

370610.04

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

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LAM YUK KING GREINER, as Trustee of the Self-Trusteed Trust Agreement of Lam Yuk King Greiner, dated February 10, 2006, LAM HON MING, husband of Sin Hei Law-Lam, and SIN HEI LAW-LAM, wife of Lam Hon Ming Printed Name of Developer

By:

LAM HON MING
Duly Authorized Signatory*

Date

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

370610.04

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The Developer hereby certifies that all the information contained in this report and the exhibits attached to this report and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

LAM YUK KING GREINER, as Trustee of the Self-Trusteed Trust Agreement of Lam Yuk King Greiner, dated February 10, 2006, LAM HON MING, husband of Sin Hei Law-Lam, and Sin Hei Law-Lam, wife of Lam Hon Ming Printed Name of Developer

Ву:	Sin Thi Lond - Lawn	JAN 15 2013
	SIN HEI LAW-LAM Duly Authorized Signatory*	Date

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

370610.04

EXHIBIT "A"

135 AND 137 BOYD LANE CONDOMINIUM PROJECT DESCRIPTION OF COMMON ELEMENTS

The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in the Act. Any such partition or division shall be subject to the prior written consent thereto by the holder(s) of all mortgages on the Units. The common elements consist of the following portions of the Project:

- a. The Land;
- b. Any improvements now or hereafter constructed for roadway access purposes or utilities purposes such as electricity, gas, water, sewer, septic system, telephone, radio and television signal distribution, irrigation and other utilities which serve more than one Unit; and
- c. Any and all elements and facilities naturally in common use or necessary to the existence, upkeep and safety of the Project.

EXHIBIT "B" 135 AND 137 BOYD LANE CONDOMINIUM PROJECT

DESCRIPTION OF LIMITED COMMON ELEMENTS

The limited common elements appurtenant to each Unit consist of the portion of the land surrounding that Unit set aside for the exclusive use of that Unit (and all improvements existing thereon not otherwise expressly described herein), as shown by the lot boundary lines and the dashed lines on the Condominium Map, and designated thereon as the "Limited Common Element Land Area" and each Unit's parking area, as follows:

<u>Unit</u>	Limited Common Element Land Area
Unit 135:	Limited Common Element Land Area: 3,346 square feet, more or less Parking Area, containing 3 uncovered parking stalls: 1,074 square feet, more or less
Unit 137	Limited Common Element Land Area: 2,872 square feet, more or less Parking Area, containing 2 covered and 1 uncovered parking stalls: 726 square feet, more or less

EXHIBIT "C"

135 AND 137 BOYD LANE CONDOMINIUM PROJECT ENCUMBRANCES AGAINST TITLE

- 1. Real property taxes due and payable. For more information contact the Real Property Assessment Office, City and County of Honolulu.
- 2. The terms and provisions contained in the following:

INSTRUMENT: MUTUAL ENCROACHMENT AGREEMENT AND LICENSE

DATED: February 5, 1997

RECORDED: Document No. 97-019972

PARTIES : AH NEE PROPERTIES, a Hawaii general partnership and SALLY YUN KIU TOM

WONG, Trustee under that certain unrecorded Trust Agreement dated May 9, 1989, made by Sally Yun Kiu Tom Wong, as Settlor, Short Form of which is recorded in Liber 23199 at Page 726, and WILFRED YUN CHEE WONG, Trustee under that certain unrecorded Trust Agreement dated May 9, 1989, made by Wilfred Chee Wong, as Settlor, Short Form of which is recorded in Liber

23199 at Page 734

3. Mineral and water rights of any nature in favor of the State of Hawaii.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

5. INSTRUMENT: DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR

"135 AND 137 BOYD LANE" CONDOMINIUM PROJECT

DATED: December 27, 2012

RECORDED: Document No. A-47450971

MAP: Condominium Map No. 5150, recorded in the Bureau of Conveyances of the

State of Hawaii, and any amendments thereto

6. INSTRUMENT: BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED: December 27, 2012

RECORDED: Document No. A-47450972

7. That certain Condominium Map No. <u>5150</u>, recorded in the Bureau of Conveyances of the State of Hawaii, and any amendments thereto, a copy of which is on file as aforesaid.

END OF EXHIBIT "C"

EXHIBIT "D" 135 AND 137 BOYD LANE CONDOMINIUM PROJECT

DEVELOPERS' STATEMENT

STATE OF HAWAII)				
CITY AND COUNTY OF HONOLULU) ss)	5 ,			
LAM YUK KING GREINER, as Tro Greiner, dated February 10, 2006, LAM HO LAM, wife of Lam Hon Ming (the "Develope	ON MING, husba	ind of Sin Hei Law-Lam, and SIN I	HEI LAW-		
1. That they are the develope "Project");	ers of the 135 an	d 137 Boyd Lane condominium pr	oject (the		
2. That they execute this Sta Statutes;	tement pursuant	to Section 514B-84(a)(1), Hawaii	Revised		
	That based on a report prepared by a Hawaii-licensed architect or engineer, all structural mechanical and electrical installations material to the use and enjoyment of the Project t minimum, fair condition;				
4. That no representations of structural components and mechanical and Project; and		ade as to the expected use or life, ations material to the use and enj			
5. That they are not aware of regulations.	fany incurred vic	lations of building code or other c	ounty		
•	Land.	und il d			
	LAM YUK	KING GARINER, Trustee			
	/	722			
	LAMHON	IMING			
	LAMITON	I WING			
	Sm	Her Law - Lam			
	SIN HEI L	AW-LAM	·····		
Subscribed and sworn to before me this 1 day of 0 ctober 2013		· D	evelopers"		
this 1st day of October 1013					
Translet Jell					
TIARÉ M. K. LINDHOLM, Notary Public					
First Judicial Circuit, State of Hawaii My Commission expires: 09/27/2016					
	. <u></u>		 j		
		CERTIFICATION			
Document Date: 🗘 🗅	9 13	# Pages:			
Document Description	n: DEVELOPER	RS' STATEMENT			
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TIARÉ M. K. LINDHOLM, Notary Public First Judicial Circuit, State of Hawaii Commission No. 88-542 Commission expires: 09/27/2016

EXHIBIT "E"

135 AND 137 BOYD LANE CONDOMINIUM PROJECT

ARCHITECT'S VERIFIED STATEMENT					
STATE OF HAV	WAII)			
CITY AND COL	JNTY OF HONOLULU)	SS.		
ELIEZE	ER ACZON, being first duly swor	n on oatl	n states as follows:		
1.	That he is a professional archite	ect licens	sed by the State of Hawa	aii under License i	No. <u>7678</u> ;
2.	That he executes this Verified S	tatemen	t pursuant to Section 51	4B-84(a)(1), Hawa	ii Revised
Statutes;					
3.	That he has conducted a site ins	spection	of the 135 and 137 Boyo	d Lane condominiu	ım project
("Project");					
4.	That based on such inspection	ı, all stru	ictural components and	mechanical and	electrical
installations material to the use and enjoyment of the Project appear to be in, at minimum, fair condition;					
5.	That no representations of any	kind are	made as to the expect	ted use or life, if a	ny, of the
structural components and mechanical and electrical installations material to the use and enjoyment of the					
Project; and			•		
6.	That he is not aware of any inco	urred vio	lations of building code	or other county re	gulations.
this <u>815</u> day of June 10 TIARÉ M. K. LII First Judicial Ci	Sworn to before me October 2013. NDHOLM, Notary Public rouit, State of Hawaii a expires: 09/27/2016	_	UJugen ELIEZER/ACZON		- Dr
		,	LIC CERTIFICATION	# Daniel 1	
	Document Date: 10/8/			# Pages:/	
	Document Description: A	RCHITE	CT'S VERIFIED STATE	EMENT	Z

TIARÉ M. K. LINDHOLM, Notary Public First Judicial Circuit, State of Hawaii Commission No. 88-542

Commission expires: 09/27/2016

CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR . HONOLULU, HAWAII 96813 PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honoluludpp.org • CITY WEB SITE: www.honolulu.gov

PETER B. CARLISLE MAYOR



JIRO A. SUMADA ACTING DIRECTOR

2012/ELOG-1504(EE)

November 19, 2012

William C. Byrns, Esq, MacDonald Rudy Byrns O'Neill & Yamauchi A Limited Liability Law Partnership, LLLP 1001 Bishop Street, Suite 2650 Honolulu, Hawaii 96813

Dear Mr. Byrns:

Subject: Condominium Conversion Project

135 and 137 Boyd Lane Tax Map Key: 2-2-008: 073

This is in response to your letter dated July 24, 2012, requesting verification that the structures on the above-referenced property met all applicable code requirements at the time of construction.

Investigation revealed that the one-story single-family detached dwelling, with basement, at 137 Boyd Lane and the two-story single-family detached dwelling at 135 Boyd Lane, with at least five all-weather-surface off-street parking spaces, met all applicable code requirements when they were constructed in 1955 and 1971, respectively, on this 7,763-square-foot R-3.5 Residential-District-zoned lot.

For your information, the Department of Planning and Permitting cannot determine all legal nonconforming uses or structures, as a result of the adoption or amendment of any ordinance or code.

No variances or other permits were granted to allow deviations from any applicable codes.

Conversion to a condominium property regime (CPR) is not recognized by the City and County as an approved subdivision. CPR delineates ownership; it does not create separate lots of record for subdivision and zoning purposes.



William C. Byrns, Esq, MacDonald Rudy Byrns O'Neill & Yamauchi November 19, 2012 Page 2

If you have any questions regarding this matter, please contact Alex Sugai of our Commercial and Multi-Family Code Enforcement Branch at 768-8152.

Very truly yours,

Jiro A. Sumada, Acting Director

Department of Planning and Permitting

JS:ft [992247]

EXHIBIT

EXHIBIT "G"



Section 21. Developer's Reserved Rights.

In addition to any other rights reserved herein, the Developer hereby reserves the right for itself and its agents, for a period of four (4) years after recordation of deeds or agreements of sale with respect to all Units in the Project in favor of parties not a signatory to this Declaration, unless a different period is set forth in a following subparagraph then for such period, to do the following without the consent of any Unit purchaser or any other person or entity and without any amendment to this Declaration:

- a. To amend this Declaration, the Bylaws and the Condominium Map, without the approval, consent or joinder of any purchaser of a Unit or any of the persons then owning or leasing any Unit, to make such amendments as may be required by law, by the Real Estate Commission of the State of Hawaii, any title insurance company issuing a title insurance policy on the Project or any of the Units, any institutional lender lending funds on the security of the Project or any of the Units, any purchaser, insurer or guarantor of loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to purchase, insure or guarantee a Loan made on the security of the Project or any of the Units, or by any governmental agency; provided, however, that except as otherwise provided herein, no such amendment which would substantially change the design, location or size of a Unit shall be made without the consent to such amendment by all persons having an interest in such Unit.
- b. To grant to any utility company or public or governmental authority or other person or entity rights-of-way and other easements, and the right to modify or amend any existing or newly granted rights-of-way and easements, which are for the benefit of the Project (or any Unit or Units) or which do not materially interfere with the use or materially impair the value of any Unit, over, across, under and through the common elements and limited common elements for access and for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer and/or septic system, drainage and other public services and utilities, and rights to enter for the purpose of installing, repairing, altering and removing such lines and facilities and of trimming any trees in the way thereof.
- c. To maintain development facilities and conduct sales of Units until deeds or agreements of sale are issued to Unit purchasers with respect to all Units in the Project. Such right shall include, but not be limited to, maintaining model Unit(s), operating a sales and construction office, conducting advertising, placing signs, using parking spaces and erecting lighting in connection with such sales; provided, however, that in exercising such right, the Developer shall not materially interfere with the rights of any Unit owner to the use of, or access to, his Unit or any of the limited common elements appurtenant thereto.
- d. To enter upon the Land and the Project and carry on such construction and demolition activities as may be necessary in connection with such alteration, modifications and restorations, including, but not limited to, parking and storage of construction equipment and materials, provided that the Developer shall not materially interfere with the rights of any Unit owner to the use of, or access to, his or her Unit or any of the limited common elements appurtenant thereto.

EXHIBIT "H"

135 AND 137 BOYD LANE CONDOMINIUM PROJECT ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months = <u>Yearly Total</u>		
135	\$0 x 12 =	\$0	
137	\$0 x 12 =	\$0	
	·	•	

Each purchaser shall become obligated to start paying its maintenance fees commencing upon purchaser's acquisition of the Unit from Developer.

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements: Utilities and Services Air Conditioning Electricity [] common elements only [] common elements and apartments Elevator Gas [] common elements only common elements and apartments Refuse Collection Telephone Water and Sewer Maintenance, Repairs and Supplies Building Grounds Management Management Fee Payroll and Payroll Taxes Office Expenses Insurance Reserves(*)

Taxes and Government Assessments

Audit Fees Other

TOTAL

\$0 x 12 =

\$0

Monthly x 12 months = Yearly Total

LAM YUK KING GREINER, as Trustee of the Self-Trusteed Trust Agreement of Lam Yuk King Greiner, dated February 10, 2006, LAM HON MING, husband of Sin Hei Law-Lam, and SIN HEI LAW-LAM, wife of Lam Hon Ming, the developer of the condominium project, hereby certifies that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

By: Lan eld /i A	DEC 27 2012
LAM YUK KING GREINER, Trustee	Date
	DEC 2 7 2012
LAM HON MING	Date
Sin Dei Law - Lam	DEC 27 2012
SIN HEI LAW-LAM	Date

(*)Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 1070, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

Exhibit "H"

135 AND 137 BOYD LANE CONDOMINIUM PROJECT

EXHIBIT "I"

135 AND 137 BOYD LANE CONDOMINIUM PROJECT SUMMARY OF SALES CONTRACT

Seller intends to use the standard form Purchase Contract with an Addendum as the form of sales contract for the project.

- 1. Evidence of Title. Seller shall furnish Buyer evidence of Seller's marketable title to the interest which is to be conveyed to Buyer. If Seller fails to deliver title as herein provided, Buyer has the option to terminate this agreement and have any of Buyer's deposits returned to Buyer. The foregoing shall not exclude any other remedies available to Buyer. Buyer will receive an Owner's standard coverage policy of title insurance at closing: (a) Seller shall pay 60% of the premium to be charged for an Owner's standard coverage policy of title insurance to be issued to the buyer in the amount of the sales price; and (b) Buyer shall pay 40% of such premium and any additional costs relating to the issuance of any extended coverage policy, including a Lender's policy.
- Risk of Loss. Risk of loss passes to Buyer upon transfer of title or occupancy whichever occurs first.
- 3. <u>Default.</u> It is expressly understood and agreed: First: In the event Buyer fails to pay the balance of the purchase price or complete the purchase as herein provided, Seller may (a) bring an action for damages for breach of contract; (b) retain the initial deposit and all additional deposits provided for herein, as liquidated damages; and (c) Buyer shall be responsible for any cost incurred in accordance with this contract. Second: In the event Seller fails to perform his obligations as herein provided, Buyer not being in default, Buyer may (a) bring an action against Seller for damages for breach of contract; (b) file and maintain an action against Seller for specific performance of this contract; and (c) Seller shall be responsible for any cost incurred in accordance with this contract. The foregoing shall not exclude any other remedies available to either Seller or Buyer. In the event of default and/or a lawsuit arising out of this contract (including a suit by a REALTOR for commission), the prevailing party shall be entitled to recover all costs incurred including reasonable attorneys' fees. All expenses incurred by escrow shall be deducted from deposited funds prior to any disbursement to the prevailing party.
- 4. <u>Consent.</u> The obligations of Buyer or Seller hereunder are conditioned upon obtaining those necessary consents of vendors, existing mortgagees, lessors and/or condominium, co-op or other such associations, Buyer or Seller agree to cooperate and take all reasonable action to obtain such consents.
- Time Is Of The Essence. If either Buyer or Seller for reasons beyond his control cannot perform his obligation to purchase or sell the property by the closing date, then such party by giving escrow written notice prior to the closing date called for in this contract with copies to all parties to this contract, can extend closing for no longer than 30 calendar days to allow performance. Thereafter time is of the essence and the default provisions of paragraph 5 apply. Any further extension must then be agreed to in writing by both parties. There is no automatic right to extend. This provision relates only to the extension of the closing date.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE PURCHASE CONTRACT. THE BUYER MUST REFER TO THE BUYER'S PURCHASE CONTRACT TO DETERMINE THE BUYER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE PURCHASE CONTRACT, THE PURCHASE CONTRACT WILL CONTROL, NOT THIS SUMMARY.



SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement ("Agreement") between TITLE GUARANTY ESCROW SERVICES, INC. ("Escrow"), and LAM YUK KING GREINER, as Trustee of the Self-Trusteed Trust Agreement of Lam Yuk King Greiner, dated February 10, 2006, LAM HON MING, husband of Sin Hei Law-Lam, and SIN HEI LAW-LAM, wife of Lam Hon Ming ("Seller"), contains, among other provisions, the following (which may be modified or otherwise limited by provisions not summarized):

- Whenever Seller enters into a sales contract for the sale of an apartment, Seller will require that 1. payments due under the sales contract be made to Escrow and will deliver an executed copy of the sales contract to Escrow.
- 2. Escrow will receive payments under the sales contracts and sums received from any other source with respect to the project. Funds held under the Agreement will initially be deposited in an account for the project.
- Escrow will release from the Trust Fund and disburse Buyer's funds at closing. No disbursements will 3. be made from Buyer's fund until: (a) the Real Estate Commission has issued a Developer's Public Report on the project; (b) Buyer has waived its right to cancel the sales contract; and (c) Seller has notified Escrow that all other requirements of Sections 514B-82 to 514B-93, Hawaii Revised Statutes ("HRS"), have been met. Where sales contracts are entered into, Escrow will disburse funds upon presentation by Seller of Buyer's signed receipt for the Developer's Public Report and with notification by Seller that all of the requirements of Section 514B-82 to 514B-93, HRS, have been met. Escrow will call for payments by the Buyer upon receipt of notice from Seller that any payments are due under sales contract. Any disbursement of funds for project costs prior to closing or prior to completion of the project will be made in compliance with Section 6.4 of the Agreement and the requirements of Section 514B-92 or 514B-93, HRS, as applicable.
- Escrow will return deposited sums to the Buyer without interest if Seller gives Escrow written notice to 4. return the funds to Buyer, or with respect to a Buyer whose funds were obtained before the issuance of a Developer's Public Report, Escrow receives from the Buyer a written request to cancel the sales contract or after issuance of the Developer's Public Report and Buyer's waiver of his right to cancel the sales contract in accordance with Section 514B-86, HRS, there shall be any pertinent change and/or material change in the project which directly, substantially and adversely affects the use or value of the Buyer's apartment or appurtenant common elements or those amenities of the project available for Buyer's use, of a nature entitling the Buyer to cancel his sales contract pursuant to Section 514B-87, HRS. These funds shall be returned to Buyer less Escrow's cancellation fee, if any, any mortgagee's cancellation fee and all other costs incurred in connection with the Escrow. Any return of funds to the Buyer will be governed by Section 7 of the Agreement.
- As Escrow's compensation for its performance under this Agreement, Escrow will receive an amount 5. to be determined by Escrow for each apartment for which an apartment deed of the project is handled by Escrow and recorded in the Bureau of Conveyances of the State of Hawaii. Escrow will record all applicable documents. Title insurance will also cost an additional sum.
- If Buyer defaults under the sales contract and Seller subsequently certifies in writing to Escrow that 6. Seller has terminated the Sales Contract, Escrow shall thereafter treat all funds of the Purchaser under the sales contract as funds of the Seller and not the Purchaser. Upon Seller's request, Escrow shall pay such funds to Seller less any cancellation fee.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE AGREEMENT. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE AGREEMENT, HE OR SHE MUST REFER TO THE ACTUAL AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE AGREEMENT, THE AGREEMENT WILL CONTROL AND NOT THIS SUMMARY.